

1 UNITED STATES PATENT AND TRADEMARK OFFICE

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3  
4 BEFORE THE BOARD OF PATENT APPEALS  
5 AND INTERFERENCES  
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8 *Ex parte* GEORGE LIKOUREZOS and MICHAEL A. SCATURRO  
9

10  
11 Appeal 2007-2742  
12 Application 09/764,618  
13 Technology Center 3600  
14

15  
16 Decided: August 22, 2007  
17

18  
19 Before MURRIEL E. CRAWFORD, HUBERT C. LORIN, and ANTON W.  
20 FETTING, *Administrative Patent Judges*.  
21 FETTING, *Administrative Patent Judge*.

22  
23  
24 DECISION ON APPEAL

25 STATEMENT OF CASE

26 George Likourezos and Michael A. Scaturro (Appellants) seek review under  
27 35 U.S.C. § 134 of a Final Rejection of claims 1-31, the only claims pending in the  
28 application on appeal.

29 We have jurisdiction over the appeal pursuant to 35 U.S.C. § 6(b) (2002).

30  
31 We AFFIRM.

1 The Appellants invented a computerized electronic auction payment system for  
2 real-time payment for an item won on an electronic auction, where users access the  
3 computerized electronic auction payment system by remote terminals via an  
4 electronic network, such as the Internet (Specification 1:4-8).

5 An understanding of the invention can be derived from a reading of exemplary  
6 claim 1, which is reproduced below [bracketed matter and some paragraphing  
7 added].

8 1. A method

9 for effecting payment for a purchaser of at least one item  
10 offered for an electronic auction sale by a seller  
11 via an electronic auction web site  
12 maintained by at least one computing device of an electronic  
13 auction system,

14 said method comprising the steps of:

15 [1] maintaining

16 [a] a database of a plurality of electronic auction payment  
17 accounts

18 [i] corresponding to a plurality of users, including the  
19 purchaser, of said electronic auction web site and

20 [b] a payment segment of said electronic auction web site

21 [2] by an electronic auction payment system

22 [a] integrated with said electronic auction system,

23 [b] each of said plurality of electronic auction payment  
24 accounts configured for storing funds therein and

25 [c] each capable of being used for user transactions in the  
26 electronic auction system;

27 [3] performing at least one payment-related activity

28 [a] by said electronic auction payment system for effecting  
29 payment for said purchaser,

1 [4] said at least one payment-related activity selected from the group  
2 consisting of

3 [a] debiting an electronic auction payment account

4 [i] corresponding to the purchaser of the at least one item  
5 and maintained by said electronic auction payment  
6 system, and

7 [b] withdrawing funds from at least one account storing funds  
8 therein and

9 [i] not corresponding to at least one of the plurality of  
10 users; and

11 [5] crediting at least one account

12 [a] corresponding to the seller

13 [b] to effect payment for the at least one item offered for the  
14 electronic auction sale via the electronic auction web site.

15  
16 This appeal arises from the Examiner's Final Rejection, mailed May 6, 2005.  
17 The Appellants filed an Appeal Brief in support of the appeal on August 14, 2006,  
18 and an Examiner's Answer to the Appeal Brief was mailed on October 11, 2006.

19 PRIOR ART

20 The Examiner relies upon the following prior art:

21 Hambrecht	US 6,629,082 B1	Sep. 30, 2003
22 Bogosian	US 6,760,470 B1	Jul. 6, 2004

23  
24 REJECTIONS

25 Claims 1-31 stand rejected under 35 U.S.C. § 103(a) as unpatentable over  
26 Bogosian and Hambrecht.

ISSUES

The issue pertinent to this appeal is whether the Appellants have sustained their burden of showing that the Examiner erred in rejecting claims 1-31 under 35 U.S.C. § 103(a) as unpatentable over Bogosian and Hambrecht.

FACTS PERTINENT TO THE ISSUES

The following enumerated Findings of Fact (FF) are believed to be supported by a preponderance of the evidence.

*Claim Construction*

01. The Specification contains no lexicographic definitions for the term “fund” or “funds.”

02. The usual and ordinary meaning of fund or funds is (1) a source of supply; (2) a sum of money or other resources set aside for a specific purpose; or (3) funds - available money; ready cash.<sup>1</sup>

03. The Specification contains no lexicographic definitions for the term “account.”

04. The usual and ordinary meaning of “account” within the financial context of the claim is (1) a formal banking, brokerage, or business relationship established to provide for regular services, dealings, and other financial transactions; (2) a precise list or enumeration of financial transactions; (3) money deposited for checking, savings, or brokerage use; or (4) a customer having a business or credit relationship with a firm<sup>1</sup>.

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<sup>1</sup> *American Heritage Dictionary of the English Language* (4<sup>th</sup> ed. 2000).

1           05. The Specification contains no lexicographic definitions for the term  
2           “automatically” or “automatic.”

3           06. The usual and ordinary meaning of “automatic” within the context of  
4           claim 1 is acting or operating in a manner essentially independent of  
5           external influence or control<sup>1</sup>.

6           *Bogosian*

7           07. Bogosian is directed towards extracting a user's bank account  
8           information for the electronic transfer of funds, for example, as an  
9           alternative to requiring users to send a voided check to the entity  
10          initiating the transfer. Bogosian describes various ways for facilitating  
11          transfers of funds between a buyer and a seller for users to sell items to  
12          other users (Bogosian, col. 2, ll. 10-21.)

13          08. Bogosian describes a way to transfer funds between a buyer and a  
14          seller in an online auction system, an online flea market system, or  
15          another type of system in which a user can sell items to other users. The  
16          seller is prompted to enter information from the face of a bank check  
17          issued from the seller's bank account. A credit card account associated  
18          with the buyer is then charged to collect funds for purchasing items from  
19          the seller, and the collected funds are deposited electronically into the  
20          seller's bank account using the bank routing number and account number  
21          (Bogosian, col. 2, ll. 48-51).

22          09. Bogosian provides buyers the option to immediately purchase items  
23          from such sellers using a default credit card number and shipping  
24          address previously specified by the buyer (Bogosian, col. 2, ll. 64-67).

1           10. Bogosian's actions described as being performed by Amazon.com, or  
2           by the web site operator, are performed automatically by executable  
3           components of the web site system (Bogosian, col. 4, ll. 19-22).

4           11. Bogosian describes a host web site that includes a web server that  
5           processes user requests via a network, such as the Internet. The host web  
6           site includes a database that includes among other things, product  
7           information pages, and includes a catalog server that provides a forum  
8           for third party sellers to advertise and sell products. The catalog server  
9           includes a transaction facility that receives purchase requests from  
10          buyers, and a catalog database containing information about the third  
11          party sellers and their associated products (Bogosian, col. 4, ll. 23-39).

12          12. The sales handled by the catalog server may be via auctions, via  
13          fixed-price marketplaces (i.e., online "flea markets"), or via any other  
14          method using third party sellers (Bogosian, col. 4, ll. 39-42).

15          13. Following registration, a seller can post information about items that  
16          are for sale. In an Amazon.com implementation, the seller can select  
17          between an Auctions option and a zShops (fixed price) option when  
18          posting an item for sale. If the user has registered to use Amazon.com  
19          Payments, the posted items are preferably displayed on the web site  
20          together with a "1-Click Ready" slogan or an associated icon to indicate  
21          to buyers that the seller accepts Amazon.com Payments, and that such  
22          payments can optionally be made using the site's 1-Click service  
23          (Bogosian, col. 5, ll. 17-27).

1           14. A preferred embodiment of the 1-Click service is set forth in U.S. Pat.  
2           No. 5,960,411, which is incorporated into Bogosian by reference  
3           (Bogosian, col. 5, ll. 27-29).

4           15. Once a buyer in Bogosian selects an item for purchase or wins an  
5           auction for the item, the transaction facility obtains the buyer's credit  
6           card and shipping information (Bogosian, col. 5, ll. 41-44).

7           16. If Bogosian's buyer has set up and enabled 1-Click settings, the credit  
8           card and shipping information are extracted automatically from such  
9           settings; otherwise, the buyer is preferably prompted to specify the  
10          information (Bogosian, col. 5, ll. 44-47).

11          17. Bogosian's transaction facility then charges the buyer's credit card and  
12          calculates a commission to be retained by the web site operator. In  
13          addition, the transaction facility forwards the transaction information to  
14          the electronic fund transfer application, which deposits the purchase  
15          price amount (minus the commission) into the seller's bank checking  
16          account. Finally, the transaction facility instructs the seller by email to  
17          ship the product to the buyer (Bogosian, col. 5, ll. 47-55).

18          18. Bogosian's sellers who advertise and sell products via online auctions  
19          or online flea markets typically do not have a preexisting relationship  
20          with those who purchase their products. As such, a seller generally will  
21          not ship the purchased product until he or she has received payment in  
22          full. Once the host web site has stored the bank routing number and  
23          bank account number for a particular seller in the user bank account  
24          database, that user immediately receives payment for any goods sold via  
25          the host web site, without any need for the buyer and seller to contact

1           one another. Further, in the preferred embodiment, buyers that use the  
2           1-Click service can purchase an item from the seller with a single mouse  
3           click or other single action (Bogosian, col. 12, ll. 46-59).

4           19. Bogosian's purchase page includes a purchase button that buyers may  
5           select to purchase the advertised book. A "1-Click Ready" message  
6           informs the buyer that the seller accepts Amazon.Com Payments. This  
7           informs the buyer that the seller will be compensated immediately for  
8           the transaction once it is finalized by the buyer, thus avoiding the delay  
9           that occurs when a seller waits for a check in the mail. If the buyer has  
10          enabled the 1-Click service, the page may optionally include a button,  
11          link, or other control for buying the item with a single action (Bogosian,  
12          col. 13, ll. 11-21).

13          20. Bogosian illustrates a sample order confirmation page displayed when  
14          the buyer selects the purchase button on the purchase page. *The display*  
15          *of the confirmation page may optionally be omitted if 1-Click purchasing*  
16          *is used.* The confirmation page repeats the book title, the buyer-  
17          identifier, and purchase price, and displays a shipping fee and a quantity  
18          of books ordered. The order confirmation page further includes a  
19          confirmation button that buyers may select to confirm their purchase of  
20          the advertised book (Bogosian, col. 13, ll. 38-47).

21          21. In another embodiment, upon winning an auction or buying a fixed-  
22          price item, an email is sent to the buyer with a link to an Amazon.com  
23          Payments web page. If the buyer has enabled the 1-Click service, this  
24          page includes a button for paying immediately with the buyer's 1-Click



1 settings; otherwise, the user is prompted to specify payment and  
2 shipping information (Bogosian, col. 13, l. 64 – col. 14, l. 3).

3 *Hambrecht*

4 22. Hambrecht is directed towards an underwriting process. By re-  
5 thinking accepted underwriting practices, it levels the playing field for  
6 pricing and allocating equity securities. Unlike the traditional method of  
7 allowing entities such as investment bankers to negotiate the offering  
8 price, Hambrecht employs a mathematical model that lets the market set  
9 a share price that is optimal for both the company and the purchasers of  
10 shares of stock in the company. The result is a price that eliminates  
11 traditional fixed discounts and better reflects what the market is truly  
12 willing to pay for the stock (Hambrecht, col. 1, ll. 17-29).

13 23. One embodiment of Hambrecht has an underwriter set an initial price  
14 range for the shares, then, any investor (whether institutional or retail)  
15 who is interested in the offering can place a bid in an auction through an  
16 internet website. Once the auction is closed, the auction system  
17 calculates a fair market clearing price (Hambrecht, col. 1, ll. 32-39).

18 24. Hambrecht allows nonqualified individual investors to enter bids  
19 through a broker. The broker gains a reallowance on the trade and  
20 ensures there is sufficient funding in the brokerage account to cover the  
21 transaction. Some professional investors may wish to route bids through  
22 their brokerage accounts via telephone or dedicated terminals while  
23 others may wish to enter bids directly over the Internet and settle  
24 transactions through an existing account. For direct bidders,  
25 Hambrecht's system may require a mechanism to ensure that there are

1 sufficient funds in the account to settle the transaction (Hambrecht, col.  
2 8, ll. 34-51).

3 25. Brokers have the capacity to lend funds on margin.

4 26. Hambrecht's claim 36 describes permitting extension of credit to a  
5 qualified purchaser (Hambrecht, col. 37, ll. 10-11).

6 PRINCIPLES OF LAW

7 *Claim Construction*

8 During examination of a patent application, pending claims are given  
9 their broadest reasonable construction consistent with the specification. *In*  
10 *re Prater*, 415 F.2d 1393, 1404-05, 162 USPQ 541, 550-51 (CCPA 1969);  
11 *In re Am. Acad. of Sci. Tech Ctr.*, 367 F.3d 1359, 1369, 70 USPQ2d 1827,  
12 1834 (Fed. Cir. 2004).

13 Although a patent applicant is entitled to be his or her own lexicographer of  
14 patent claim terms, in *ex parte* prosecution it must be within limits. *In re Corr*,  
15 347 F.2d 578, 580, 146 USPQ 69, 70 (CCPA 1965). The applicant must do so by  
16 placing such definitions in the Specification with sufficient clarity to provide a  
17 person of ordinary skill in the art with clear and precise notice of the meaning that  
18 is to be construed. *See also In re Paulsen*, 30 F.3d 1475, 1480, 31 USPQ2d 1671,  
19 1674 (Fed. Cir. 1994) (although an inventor is free to define the specific terms  
20 used to describe the invention, this must be done with reasonable clarity,  
21 deliberateness, and precision; where an inventor chooses to give terms uncommon  
22 meanings, the inventor must set out any uncommon definition in some manner  
23 within the patent disclosure so as to give one of ordinary skill in the art notice of  
24 the change).

1 *Obviousness*

2 A claimed invention is unpatentable if the differences between it and the  
3 prior art are “such that the subject matter as a whole would have been obvious at  
4 the time the invention was made to a person having ordinary skill in the art.” 35  
5 U.S.C. § 103(a) (2000); *KSR Int’l v. Teleflex Inc.*, 127 S.Ct. 1727, 82 USPQ2d  
6 1385 (2007); *Graham v. John Deere Co.*, 383 U.S. 1, 13-14, 148 USPQ 459, 465  
7 (1966).

8 In *Graham*, the Court held that that the obviousness analysis is bottomed on  
9 several basic factual inquiries: “[ (1) ] the scope and content of the prior art are to be  
10 determined; [ (2) ] differences between the prior art and the claims at issue are to be  
11 ascertained; and [ (3) ] the level of ordinary skill in the pertinent art resolved.” 383  
12 U.S. at 17, 148 USPQ at 467. *See also KSR Int’l v. Teleflex Inc.*, 127 S.Ct. at 1734  
13 82 USPQ2d at 1391. “The combination of familiar elements according to known  
14 methods is likely to be obvious when it does no more than yield predictable  
15 results.” *KSR*, at 1739, 82 USPQ2d at 1395.

16 “When a work is available in one field of endeavor, design incentives and  
17 other market forces can prompt variations of it, either in the same field or [in] a  
18 different one. If a person of ordinary skill [in the art] can implement a predictable  
19 variation, § 103 likely bars its patentability.” *Id.* at 1740, 82 USPQ2d at 1396.

20 “For the same reason, if a technique has been used to improve one device,  
21 and a person of ordinary skill in the art would recognize that it would improve  
22 similar devices in the same way, using the technique is obvious unless its actual  
23 application is beyond his or her skill.” *Id.*

24 “Under the correct analysis, any need or problem known in the field of  
25 endeavor at the time of invention and addressed by the patent can provide a reason

1 for combining the elements in the manner claimed.” *Id.* at 1742, 82 USPQ2d at  
2 1397.

3 *Automation of a Known Process*

4 It is generally obvious to automate a known manual procedure or mechanical  
5 device. Our reviewing court stated in *Leapfrog Enterprises Inc. v. Fisher-Price*  
6 *Inc.*, 485 F.3d 1157, 82 USPQ2d 1687 (Fed. Cir. 2007) that one of ordinary skill in  
7 the art would have found it obvious to combine an old electromechanical device  
8 with electronic circuitry “to update it using modern electronic components in order  
9 to gain the commonly understood benefits of such adaptation, such as decreased  
10 size, increased reliability, simplified operation, and reduced cost. . . . The  
11 combination is thus the adaptation of an old idea or invention . . . using newer  
12 technology that is commonly available and understood in the art.” *Id.* at 1162, 82  
13 USPQ2d 1691.

14  
15 ANALYSIS

16 *Claims 1-31 rejected under 35 U.S.C. § 103(a) as unpatentable over Bogosian and*  
17 *Hambrecht.*

18 The Appellants contend that, apart from the lack of certain claim elements  
19 being found in the applied art, that Bogosian and Hambrecht cannot be combined  
20 because Hambrecht is not analogous art. Both Bogosian and Hambrecht are  
21 directed towards transactions in an auction format that require payment following  
22 the auction. Thus, both are directed towards the field of auction sales endeavors  
23 generally and each solves problems that are useful to the other.

1 “When a work is available in one field of endeavor, design incentives and other  
2 market forces can prompt variations of it, either in the same field or [in] a different  
3 one. If a person of ordinary skill [in the art] can implement a predictable variation,  
4 § 103 likely bars its patentability.” (*See KSR, id.*). Hambrecht describes payment  
5 mechanisms that are useful in an auction process (FF 22-23). The incentives for  
6 collecting auction receipts exist in both Hambrecht and Bogosian, and are  
7 comparable. The use of credit in all commercial transactions is so pervasive as to  
8 be readily predictable. We find these incentives would have prompted the  
9 predictable variation of Hambrecht’s use of credit within Bogosian.

10 The Appellants also contend that, as to claims 21, 28, and 30, the Examiner has  
11 failed to describe what portion of the claims is missing from Bogosian in a  
12 rejection under obviousness. The argument appears to be essentially that the  
13 format of the rejection is improper by not explicitly reciting the differences  
14 between the claims and Bogosian. Our reviewing court has held that “anticipation  
15 is the epitome of obviousness,” *Connell v. Sears, Roebuck & Co.*, 722 F.2d 1542,  
16 1548, 220 USPQ 193, 198 (Fed. Cir. 1983). Thus, the Examiner’s findings within  
17 Bogosian alone are sufficient to support a *prima facie* case of anticipation or  
18 obviousness.

19 *Independent Claim 1*

20 The Appellants argue claims 1-20 as a group.

21 Accordingly, we select claim 1 as representative of the group.  
22 37 C.F.R. § 41.37(c)(1)(vii) (2006).

23 The Examiner found that Bogosian described all of the elements of claim 1  
24 except element [4.b.i.] withdrawing funds from an account not corresponding to at  
25 least one of the plurality of users (Answer 3:Last full ¶ - 4:First full ¶). To

1 overcome this deficiency, the Examiner found that Hambrecht described an auction  
2 of financial instruments in which professional investors have to route bids and  
3 payments through brokers, the brokers not being users of Hambrecht's system.  
4 The Examiner concluded that it would have been obvious to a person of ordinary  
5 skill in the art to have routed payments to Bogosian in a similar manner to take  
6 advantage of existing credit accounts (Answer 4:Second and third ¶'s).

7 The Appellants contend that Hambrecht fails to describe settling transactions  
8 by effecting payment after the sale; that one cannot reasonably conclude from  
9 Hambrecht, that the brokerage account used to cover the transaction is used to  
10 withdraw funds for performing a payment-related activity for effecting payment;  
11 and that Hambrecht fails to describe that the existing account corresponds to an  
12 individual who is not a user of the online web site (Br. 14:Bottom ¶ - 15:Top of  
13 page).

14 The Examiner found that Bogosian describes performance of element [4.a.].  
15 Element [4] requires that only one of the activities [4.a.] or [4.b.] be performed.  
16 We find that the Appellants have not contended that Bogosian fails to describe  
17 element [4.a.]. Thus, it is immaterial whether Hambrecht describes the  
18 performance of [4.b.] to the rejection.

19 The Appellants have not sustained their burden of showing that the Examiner  
20 erred in rejecting claims 1-20.

21 *Independent Claim 21*

22 The Appellants argue claims 21-23 as a group. Accordingly, we select claim  
23 21 as representative of the group.

1 Appellants separately argue claim 21, which recites “a plurality of electronic  
2 auction payment accounts ... configured for storing funds therein ... [and]  
3 automatically effecting payment to the seller by accessing the database and  
4 debiting the electronic auction payment account corresponding to the winning  
5 bidder of the at least one item and crediting at least one account corresponding to  
6 the seller without any intervention by the winning bidder following the conclusion  
7 of the electronic auction....”

8 The Examiner found that Bogosian describes all of the elements of claim 21  
9 (Answer 13:Bottom ¶ - 14:Top ¶).

10 The Appellants contend that Bogosian and Hambrecht do not disclose or  
11 suggest the above set of limitations in claim 21. The Appellants explain that  
12 Bogosian’s description of requiring manual action (Br. 20:Second to last ¶) and  
13 charging a user's credit card for effecting payment (Br. 20:Last ¶) is counter to  
14 such automatic payment as claimed.

15 Bogosian describes several implementations of the purchase function. Several  
16 embodiments do require manual action, and the Appellants rely on these  
17 embodiments to support their position. Bogosian also describes alternative  
18 embodiments using Amazon’s 1-click service that requires no manual action other  
19 than selecting the item to purchase or bid on (FF 15-20). How Amazon 1-click  
20 accomplishes these purchase operations are described in U.S. Pat. No. 5,960,411,  
21 which Bogosian wholly incorporates by reference (FF 14). Thus, the payment  
22 process of Bogosian that employs the Amazon 1-click embodiment requires no  
23 manual action.

1        Thus, the Appellants have not sustained their burden of showing that  
2        Bogosian fails to describe an automatic payment method after the conclusion of the  
3        electronic auction.

4        The Appellants' second argument is that the reliance on a credit card to pay the  
5        seller fails to anticipate automated deduction of funds from a payment account and  
6        transference to a user (seller) account. The Appellants' explanation linking this  
7        operation to the claimed plurality of payment accounts appears to argue that the  
8        customer has not transferred a cash balance into the auctioneer's payment  
9        accounts, from which payments are transferred to sellers (Br. 20:Bottom ¶ - 21:Top  
10      line).

11      We find that claim 21 is broader than such a narrow construction. As we  
12      construed above, an account is a record of a customer having a business or credit  
13      relationship. Therefore a payment account is such a record that is used to record  
14      payments by a customer. By the terms of claim 21, the payment accounts must be  
15      maintained by the auction system and be capable of storing funds. Those  
16      customers who sign up for using Amazon 1-click have payment accounts so  
17      maintained (FF 16). Storing a credit card number inherently stores funds as  
18      construed *supra*, a source of supply of money or other financial resource, and thus  
19      is capable of storing funds.

20      As to the specific operations of debiting payor purchases accounts and  
21      crediting payee sales accounts, we find that this is conventional in any accounting  
22      system.

23      The Appellants have not sustained their burden of showing that the Examiner  
24      erred in rejecting claims 21-23.

25      *Independent Claim 24*



1 The Appellants argue claims 24-27 as a group. Accordingly, we select claim  
2 24 as representative of the group.

3 Appellants separately argue claim 24, which recites “determining if there are  
4 sufficient funds in a payment account to effect payment, ...; debiting the payment  
5 account corresponding to the user ..., if there are sufficient ...; and loaning funds  
6 ..., if there are not sufficient ....”

7 The Examiner found that Bogosian describes all of the elements of claim 24  
8 except the elements contended by the Appellants, *supra*. The Examiner found that  
9 Hambrecht described these elements (Answer 14:Bottom ¶ - 16:Top ¶).

10 Here we revisit the issue that was originally raised in claim 1, but turned out to  
11 be non-dispositive there. The Appellants contend that Hambrecht does not teach  
12 that institutional investors can use credit to settle the transactions or that a direct  
13 bidder with insufficient funds can submit a bid (Br. 15:First full ¶). They explain  
14 that Hambrecht does not describe that payment is effected automatically by  
15 determining if there are sufficient funds in a payment account to effect payment  
16 and loaning funds if there are not sufficient funds (Br. 18:Bottom ¶ - 19:Top of  
17 page).

18 Hambrecht’s users who are able to access credit if needed may rely on a broker  
19 to ensure there are adequate funds. Hambrecht performs a test to see whether there  
20 are sufficient funds (FF 24). The broker may loan funds on margin if needed (FF  
21 25). Hambrecht’s claim 36 describes permitting extension of credit to a qualified  
22 purchaser (FF 26). Thus, Hambrecht does test for sufficient funds and accepts a  
23 margin loan from a broker if needed.

24 The Appellants have not sustained their burden of showing that the Examiner  
25 erred in rejecting claims 24-27.

1        *Independent Claim 28*

2        Appellants separately argue claim 28, which recites a "plurality of accounts  
3        being configured for storing funds therein ... [and] application software for  
4        maintaining the plurality of accounts and for *periodically* effecting payment for the  
5        at least one of the plurality of online auction registered users by debiting an  
6        account of the plurality of accounts and crediting at least one account,..."  
7        (emphasis added).

8        The Examiner found that Bogosian describes all of the elements of claim 28  
9        (Answer 16:Bottom ¶ - 17:Top ¶).

10       The Appellants contend that Bogosian does not disclose or suggest the same  
11       limitation above that was also in claim 21. We find that Bogosian does describe  
12       that limitation for the same reasons we found for claim 1 and 21, *supra*.

13       The Appellants further argue that there is no disclosure or suggestion that the  
14       system described by Hambrecht is for periodically effecting payment. The  
15       Appellants provide dictionary definitions for the word "periodic" as (1) recurring  
16       at intervals of time; (2) occurring or appearing at regular intervals; or (3) repeated  
17       at irregular intervals; intermittent. The Appellants then state that "Bogosian et al.  
18       at best suggests periodically effecting payment by a buyer at regular or irregular  
19       intervals." (Br. 22:First and second full ¶'s.)

20       We find that, as the Appellants have admitted, Bogosian suggests periodically  
21       effecting payment by a buyer according to at least one of the definitions set forth  
22       by the Appellants.

23       The Appellants have not sustained their burden of showing that the Examiner  
24       erred in rejecting claims 24-27.

*Independent Claim 30 and Dependent Claims 29 and 31*

Appellants separately argue claims 29-31. Claim 30 is a broader form of claim 21 and claims 29 and 31 each add the limitation of lack of intervention in payment to claims 28 and 30 respectively. All of these limitations were contended in claims 21 and our findings as to those contentions are the same as we made in claims 1 and 21, *supra*.

The Appellants have not sustained their burden of showing that the Examiner erred in rejecting claims 1-31 under 35 U.S.C. § 103(a) as unpatentable over Bogosian and Hambrecht.

## CONCLUSIONS OF LAW

The Appellants have not sustained their burden of showing that the Examiner erred in rejecting claims 1-31 under 35 U.S.C. § 103(a) as unpatentable over the prior art.

On this record, the Appellants are not entitled to a patent containing claims 1-31.

DECISION

To summarize, our decision is as follows:

- The rejection of claims 1-31 under 35 U.S.C. § 103(a) as unpatentable over Bogosian and Hambrecht is sustained.

No time period for taking any subsequent action in connection with this appeal may be extended under 37 C.F.R. § 1.136(a)(1)(iv) (2006).

AFFIRMED

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